

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

<p>JULIE SU, ACTING SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR,</p> <p>PLAINTIFF,</p> <p>v.</p> <p>STRONGBUILT, LLC, a New Mexico limited liability company, STRONGBUILT PLUMBING &amp; AIR, LLC, an Arizona limited liability company, ANY HOUR, LLC, a Utah limited liability company, and JOHN SCHAMAHORN, an individual.</p> <p>DEFENDANTS.</p>	<p>CIVIL ACTION NO. 1:23-cv-1124</p> <p><b>CONSENT JUDGMENT AND INJUNCTION</b></p>
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Julie Su, Acting Secretary of Labor, United States Department of Labor (the “Secretary”) and Strongbuilt, LLC, Strongbuilt Plumbing & Air, LLC, John Schamahorn (together as “Strongbuilt Defendants”), and Any Hour, LLC (collectively as “Defendants”), have agreed to resolve the matters in controversy in this civil action and consent to the entry of this Consent Judgment and Injunction (“Judgment”).

A. The Secretary filed a Complaint in the above-captioned proceeding alleging Defendants violated sections 7, 11, and 15 of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 207, 211, and 215 (“FLSA” or “Act”). Defendants are represented by counsel and having received a copy of the Complaint, waive issuance of service of process of the Summons and their answer to the Complaint, and stipulate to their inclusion in this action.

B. The Court has jurisdiction over the parties and subject matter of this civil action and venue lies in the District of New Mexico.

C. Strongbuilt Defendants agree and certify that they are in compliance with the

provisions of the FLSA, that they intend to remain in compliance with the FLSA, including its minimum wage, overtime compensation, and record keeping provisions.

D. The Secretary and Defendants agree to the entry of this Judgment in settlement of this action without further contest.

NOW, therefore, upon joint motion of the Secretary and Defendants, and for cause shown, it is hereby:

ORDERED, ADJUDGED, and DECREED, that Defendants, their officers, agents, employees, and each of them hereby is, permanently enjoined and restrained from violating the provisions of the FLSA, including the minimum wage, overtime, recordkeeping, and retaliation provisions, 29 U.S.C. §§ 206, 207, 211, and 215.

**PERMANENT INJUNCTION**

1. Defendants shall not, contrary to sections 6 and 15(a)(2) of the FLSA, pay any employees of Strongbuilt Defendants wages at a rate less than \$7.25 per hour (or at a rate less than such other applicable minimum rate as may hereafter be established by amendment to the FLSA).

2. Defendants shall not, contrary to sections 7 and 15(a)(2) of the FLSA, employ any non-exempt employees of Strongbuilt Defendants for workweeks longer than forty hours without compensating such non-exempt employees for their employment in excess of forty hours per workweek at rates not less than one-and-one-half times the regular hourly rates at which they are employed.

3. Defendants shall not, contrary to sections 11(c) and 15(a)(5) of the FLSA, fail to make, keep, and preserve adequate and accurate records of Strongbuilt Defendant employees, and of the wages, hours, and other conditions and practices of employment as prescribed by the

regulations issued and from time to time amended pursuant to section 11(c) of the FLSA and found at 29 C.F.R. Part 516.

4. Defendants shall not, contrary to section 15(a)(3), in any way discriminate, retaliate or take any adverse employment action, or threaten or imply that adverse action will be taken, against any Strongbuilt Defendant employee who exercises or asserts his or her rights under the FLSA (including without limitation, providing information to any public agency investigating compliance with the FLSA, filing any complaint or instituting or causing to be instituted any proceeding under or related to the FLSA, testifying or preparing to testify in any such proceeding, or serving or preparing to serve on an industry committee).

**PAYMENT OF BACK WAGES AND LIQUIDATED DAMAGES**

5. Defendants are hereby enjoined from withholding and are ordered to pay to the Secretary the total sum of \$331,443.22 in back wages for unpaid overtime compensation (less credit for any amounts paid before entry of this Judgment upon providing the Secretary sufficient proof of payment) and an additional \$331,443.22 in liquidated damages that is hereby due under the FLSA and this Judgment to the individuals and in the amounts and time periods on the attached Exhibit A (or any amendments thereto).

6. Defendants will pay the Secretary the aggregate amount of \$662,886.44 within 30 calendar days from the entry of this Judgment and may submit such payment online by ACH transfer, credit card, debit card, or digital wallet by going to <https://www.pay.gov/public/form/start/77705201> or by going to [www.pay.gov](https://www.pay.gov) and searching for “WHDBWSW.” The Case Identification Number is 1967412. Alternatively, Defendants may send a cashier’s check or other certified funds to the U.S. Department of Labor, Wage and Hour Division, 525 S. Griffin Street, Room #800, Dallas, TX 75202-5007. The words “Strongbuilt

BW/LD” should be stated on the check. The payment shall be considered timely if it is postmarked on or before the scheduled payment date. Any defaulted balance shall be subject to the assessment of interest and penalty interest rates, and collections costs, as required by the Debt Collection Improvement Act of 1996 (Public Law 104-134).

7. Within 20 calendar days from the entry of this Judgment, Defendants will provide to the Secretary the employee identification information on file (as required to be kept under 29 C.F.R. Part 516) for each individual on Exhibit A, including full name, last known address, and social security number.

8. The Secretary, for back wages owed, will compute the tax deductions, consisting of federal income tax withholding and the employee’s share of the social security (FICA) tax, provide an itemization thereof, and distribute the monies to the employees or former employees identified on Exhibit A (which includes the corresponding amount owed to each individual) or their legal representatives as their interests may appear. Defendants are responsible for the employer’s share of the FICA tax with regard to the back wages distributed by the Secretary.

9. Any sums which cannot be distributed to the employees, or to their personal representatives because of the inability of either the Secretary or Defendants to locate the proper persons or because of any person's refusal to accept payment, shall be deposited by the Secretary in a special deposit account to be paid to the rightful employee. If such sums are not claimed by the employee (or a personal representative of the employee) within three years, the Secretary shall deposit them into the United States Treasury as miscellaneous receipts.

#### **MISCELLANEOUS PROVISIONS**

10. Defendants shall not in any way directly or indirectly, demand, require or accept any of the back wages or liquidated damages from any of their past or current employees, including

without limitation those listed on the attached Exhibit A. Defendants shall not threaten or imply that adverse action will be taken against any employee because of their receipt of funds to be paid under this Judgment.

11. By entering into this Judgment, the U.S. Department of Labor does not waive its right to conduct future investigations of Defendants and to take appropriate enforcement action with respect to any past, present, or future violations disclosed by such investigations, including, but not limited to, assessment of civil money penalties.

12. This Judgment shall not be interpreted to prejudice or preclude the rights of any employees of Defendants not listed in Exhibit A to this Judgment to file any action against Defendants under section 16(b) of the Act. Nor shall this Judgment be interpreted to prejudice or preclude the Secretary of Labor, or any employees of Defendants, to file any action against Defendants under the Act covering violations alleged to have occurred after December 31, 2023.

13. Each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding to date with no costs, including, but not limited to, any costs referenced under the Equal Access to Justice Act, as amended.

**IT IS SO ORDERED.**

Dated this 15<sup>th</sup> day of March 2024.

BY THE COURT:

  
UNITED STATES DISTRICT JUDGE

Entry of the foregoing Judgment is hereby consented to:

**SECRETARY OF LABOR**

SEEMA NANDA  
Solicitor of Labor

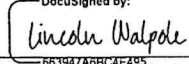
JOHN RAINWATER  
Regional Solicitor

LYDIA TZAGOLOFF  
Associate Regional Solicitor

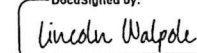
/s/ Tyler P. McLeod  
Tyler P. McLeod  
Senior Trial Attorney  
United States Department of Labor  
Office of the Solicitor  
1244 Speer Boulevard, Suite 515  
Denver, Colorado 80204-3516  
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[mcleod.tyler.p@dol.gov](mailto:mcleod.tyler.p@dol.gov)

**DEFENDANTS**

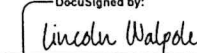
**STRONGBUILT, LLC**

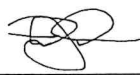
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663947A6BC4E495...  
Lincoln Walpole  
Vice President

**STRONGBUILT PLUMBING & AIR,  
LLC**

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663947A6BC4E495...  
Lincoln Walpole  
Vice President

**ANY HOUR LLC**

DocuSigned by:  
  
663947A6BC4E495...  
Lincoln Walpole  
Chief Financial Officer

  
John Schamahorn

**As to form:**

/s/ Melissa A. Macchia  
Melissa A. Macchia, Esq.  
Taft/  
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**EXHIBIT A**

Last Name	First Name	BW Start Date #1	BW End Date #1	Original Sec 7 BW Due
Adell	Adam	10/10/2022	12/31/2023	\$ 1,984.50
Aguilar	Mark	6/6/2022	12/31/2023	\$ 3,118.50
Aguilar	Matthew	3/9/2021	9/13/2021	\$ 756.00
Anchondo-Rascon	Jesus	5/8/2023	12/3/2023	\$ 1,346.40
Aragon	Arturo	8/24/2021	11/21/2021	\$ 462.00
Arce	Adam	6/22/2020	1/14/2022	\$ 3,118.50
Archuleta	Manny	6/22/2020	9/26/2022	\$ 4,189.50
Archuleta	Patrick	7/17/2023	12/31/2023	\$ 938.40
Armijo	Angelo	11/29/2021	1/9/2022	\$ 192.50
Armstrong	Colbe	2/7/2022	6/3/2022	\$ 652.80
Arutyunyan	Ayk	6/22/2020	7/15/2020	\$ 652.80
Baca	Anthony	8/5/2022	2/20/2023	\$ 1,078.00
Badillo	Alfredo	10/10/2022	1/27/2023	\$ 472.50
Ballard	Mike	6/22/2020	3/15/2021	\$ 1,463.00
Bard	Steven	12/15/2020	1/23/2022	\$ 2,194.50
Barela	Rudy	6/13/2023	12/31/2023	\$ 1,142.40
Barr	Christopher	10/24/2022	12/31/2023	\$ 2,348.50
Bay	Brandon	6/7/2021	7/25/2021	\$ 189.00
Bejar	Jose	6/22/2020	12/31/2023	\$ 7,045.50
Birner	Bradley	1/13/2023	5/1/2023	\$ 577.50
Botkin	Colton	2/9/2022	9/4/2022	\$ 1,116.50
Bowman	Dustin	4/18/2022	5/27/2022	\$ 192.50
Breneman	Timothy	4/19/2023	9/18/2023	\$ 808.50
Bridges	Komatar	6/22/2020	8/10/2020	\$ 285.60
Brown	Mitchell	6/22/2020	12/31/2022	\$ 7,466.40
Burns	Ethan	1/4/2023	12/31/2023	\$ 1,963.50
Calabaza	Valentino	1/5/2022	4/5/2023	\$ 2,502.50
Campas	Chase	3/14/2022	12/31/2023	\$ 3,580.50
Carbajal	John	6/19/2023	12/31/2023	\$ 1,039.50
Carradine	Brandon	5/17/2023	6/26/2023	\$ 192.50
Carter	Joseph	7/26/2021	10/24/2021	\$ 378.00
Castro	Ruben	4/5/2021	5/30/2021	\$ 269.50
Cervantes	Edward	6/22/2020	11/22/2020	\$ 856.80
Cervantes	Jose	7/31/2023	9/15/2023	\$ 189.00
Cisco	Joshua	6/22/2020	7/5/2021	\$ 2,079.00
Contreras	Dominic	7/22/2020	12/26/2021	\$ 2,849.00
Coronado-Solis	Cristian	2/3/2022	6/5/2023	\$ 2,815.20
Corrales	Victor	6/22/2020	6/19/2022	\$ 4,235.00
Cresap-Fox	Troy	9/20/2022	12/9/2022	\$ 1,540.00
Cross	Elton	6/22/2020	10/11/2020	\$ 2,578.18
D'Attilio	Bryce	5/10/2021	8/22/2021	\$ 571.20
Davidson	John	1/4/2021	11/19/2021	\$ 1,836.00
Davis	Samuel	4/5/2021	5/9/2021	\$ 154.00
Devore	Chris	1/11/2021	3/7/2021	\$ 285.60
Domiguez	Michael	1/25/2021	4/11/2021	\$ 408.00

Dominguez	Christopher	8/15/2022	9/15/2023	\$ 2,156.00
Dominguez	Felix	8/15/2022	12/31/2023	\$ 2,733.50
Ebanez	Tristan	3/27/2023	12/31/2023	\$ 1,501.50
Ecord	Joshua	1/25/2021	5/16/2021	\$ 612.00
Edenfield	Joshua	7/10/2023	9/18/2023	\$ 385.00
Espinoza	Ruben	9/12/2022	8/17/2023	\$ 1,848.00
Fazio	Austin	9/25/2023	12/31/2023	\$ 530.40
Figueroa	Rene	11/15/2022	1/27/2023	\$ 408.00
Fincher	Eric	5/6/2022	8/15/2022	\$ 571.20
Flores	Aaron	7/13/2023	11/10/2023	\$ 693.60
Formantes	Micah	1/27/2023	3/23/2023	\$ 269.50
Fox	Tyler	5/10/2021	6/2/2022	\$ 2,244.00
Fragozo	Carlos	7/18/2022	2/22/2023	\$ 1,264.80
Gallegos	Jonathan	5/30/2023	7/7/2023	\$ 192.50
Garcia	Anthony	1/18/2021	2/25/2022	\$ 2,325.60
Garcia	Naiomi	9/27/2021	10/3/2021	\$ 340.00
Garduno	Frankie	7/31/2023	12/31/2023	\$ 856.80
Giles	Chase	6/22/2020	12/31/2023	\$ 7,466.40
Gladu	David	3/15/2023	12/31/2023	\$ 1,578.50
Golden	Alan	5/30/2023	8/4/2023	\$ 367.20
Gonzalez	Albert	6/22/2020	7/26/2021	\$ 2,325.60
Gonzalez	Frank	4/26/2021	8/22/2021	\$ 616.00
Gonzalez	Michael	6/14/2021	7/25/2021	\$ 192.50
Gostomski	Mark	6/22/2020	1/5/2022	\$ 7,160.67
Gray	Jeff	6/22/2020	12/31/2023	\$ 7,045.50
Hayes	Colton	2/19/2023	12/31/2023	\$ 1,836.00
Herrera	Joseph	10/15/2021	5/6/2022	\$ 1,116.50
Hicks	Brandon	4/18/2022	7/26/2023	\$ 2,541.00
Hicks	Elyjah	3/20/2023	7/28/2023	\$ 693.00
Huckaby	Johnny	1/25/2021	7/16/2021	\$ 924.00
Hunnicut	Hitton	5/24/2021	7/25/2021	\$ 252.00
Jones	Wesley	10/19/2020	12/20/2020	\$ 308.00
Koehler	Nate	6/22/2020	8/31/2021	\$ 2,387.00
Koflanovich	Brian	1/14/2022	12/31/2023	\$ 3,927.00
Kramer	Kurston	9/13/2021	5/6/2022	\$ 1,270.50
Legatzki	William	4/19/2021	5/23/2021	\$ 163.20
Legorreta-Hernandez	Jose	10/26/2020	7/6/2021	\$ 1,386.00
Leon	Ernesto	8/24/2020	1/13/2021	\$ 770.00
Lizarraga	Adan	5/17/2021	3/9/2023	\$ 3,835.20
Lizarraga	Albert	3/16/2021	2/4/2022	\$ 1,876.80
Lizarraga, Jr.	Jose	6/22/2020	12/31/2023	\$ 7,466.40
Lizarraga, Jr.	Rene	4/19/2021	8/31/2023	\$ 5,018.40
Lizarraga, Sr.	Jose	6/22/2020	12/31/2023	\$ 7,466.40
Lizarraga, Sr.	Rene	4/19/2021	3/9/2023	\$ 3,998.40
Lopez	Cesar	6/22/2020	12/31/2023	\$ 7,466.40
Lueras	Elijah	6/22/2020	10/11/2020	\$ 577.50
Lunsford	Mark	7/13/2021	2/18/2022	\$ 1,193.50

Lupercio	Samuel	6/2/2022	12/31/2023	\$ 3,345.60
Mangione	Alessandro	10/16/2023	12/31/2023	\$ 408.00
Mangione	Steve	12/6/2021	1/16/2022	\$ 192.50
Mariscal	David	5/16/2022	12/31/2023	\$ 3,234.00
Marquardt	Jeff	10/18/2023	12/31/2023	\$ 408.00
Martinez	Irin	7/6/2021	8/10/2021	\$ 204.00
Martinez	Gabriel	2/22/2021	10/1/2021	\$ 1,193.50
Martinez	Marcos	9/21/2020	12/31/2023	\$ 3,717.00
Mays	Brendan	6/1/2021	7/31/2021	\$ 308.00
Maytorena	Saul	4/13/2022	7/8/2022	\$ 489.60
McClendon	Mark	5/3/2021	10/24/2021	\$ 756.00
Mendoza	Gabriel	1/25/2021	10/3/2021	\$ 1,428.00
Mikesell	Jason	7/14/2021	12/31/2023	\$ 4,928.00
Miranda	Felipe	10/3/2023	11/6/2023	\$ 163.20
Monge	Victor	1/24/2022	4/7/2022	\$ 385.00
Monge Jr	Samuel	6/1/2021	5/6/2022	\$ 1,848.00
Moreno	Anthony	1/25/2022	4/28/2023	\$ 2,464.00
Mulcahy	Patrick	12/20/2021	3/23/2023	\$ 2,652.00
Navarro	Judd	8/7/2023	12/31/2023	\$ 816.00
Nelson	Robert	7/11/2023	12/31/2023	\$ 979.20
Norton	Kevin	8/30/2022	7/20/2023	\$ 1,771.00
Olague	Juliana	7/3/2023	12/31/2023	\$ 962.50
Ortiz	Abraan	10/24/2022	4/18/2023	\$ 962.50
Ortiz	Angelo	1/7/2022	3/9/2023	\$ 2,310.00
Pacheco	Josannio	2/13/2023	4/27/2023	\$ 385.00
Pacheco	Lawrence	7/20/2020	12/31/2021	\$ 2,887.50
Padilla	Alfredo	2/27/2023	5/5/2023	\$ 346.50
Palmeri	Anthony	6/22/2020	10/3/2022	\$ 4,252.50
Palmeri	Vincent	6/22/2020	9/25/2022	\$ 1,651.10
Palmore	Timothy	5/8/2023	12/31/2023	\$ 1,270.50
Parrish	Daniel	5/30/2023	8/11/2023	\$ 385.00
Pazos	Jonathan	3/1/2021	7/25/2021	\$ 770.00
Pazos	Pedro	3/1/2021	7/25/2021	\$ 770.00
Peters	Eric	7/13/2020	8/11/2020	\$ 126.00
Phillips	Bryce	4/4/2022	5/17/2023	\$ 2,233.00
Phillips	Reginald	12/6/2021	2/7/2022	\$ 2,387.00
Pollack	Elisha	3/15/2021	5/9/2021	\$ 269.50
Poole	Daniel	12/22/2022	7/31/2023	\$ 1,193.50
Redford	Chad	6/20/2021	1/16/2022	\$ 7,762.87
Ritchie	Kyler	9/20/2021	5/30/2022	\$ 1,578.50
Rivera	Alex	3/27/2023	12/31/2023	\$ 1,501.50
Rodriguez	Jake	6/22/2020	3/16/2021	\$ 1,550.40
Rojas	Gilbert	11/16/2020	3/8/2021	\$ 652.80
Roush	Corey	6/22/2020	12/28/2020	\$ 1,039.50
Russell	Chance	11/30/2020	8/9/2022	\$ 2,772.00
Russell	Marty	7/13/2020	3/23/2021	\$ 1,386.00
Rutt	Korey	3/15/2021	9/5/2021	\$ 1,809.50

Salaz II	Antonio	7/24/2023	9/22/2023	\$ 252.00
Salmoreno-Valles	Alondra	6/11/2023	12/31/2023	\$ 1,183.20
Sandoval	Benigno	6/22/2020	8/9/2021	\$ 1,858.50
Sandoval	Xavier	2/8/2021	8/6/2021	\$ 787.50
Sargent	Russell	5/3/2022	3/9/2023	\$ 2,040.00
Scarlett	Leslie	11/4/2020	1/6/2021	\$ 367.20
Shaw	Ayddin	5/30/2023	12/31/2023	\$ 1,155.00
Shawgo	Bobby	6/22/2020	3/9/2023	\$5,752.80
Sias-Cuhen	Anthony	7/27/2020	1/21/2021	\$ 962.50
Silva	Francisco	9/29/2020	8/13/2021	\$ 1,732.50
Sindorf	Curtis	6/22/2020	7/9/2023	\$ 4,945.50
Sisneros	Christopher	10/18/2022	8/24/2023	\$ 1,694.00
Smith, Jr.	Bobby	5/3/2021	8/8/2021	\$ 500.50
Soza	Robert	7/20/2020	9/11/2020	\$ 269.50
Speese	Michael	6/17/2021	12/31/2023	\$ 5,082.00
Tate	Logan	3/27/2023	12/31/2023	\$ 1,591.20
Tejeda	Cesar	6/22/2020	4/13/2023	\$ 5,621.00
Tobara	David	2/15/2023	4/24/2023	\$ 367.20
Torres	Jesse	7/27/2020	10/9/2020	\$ 408.00
Torres	Jose	6/28/2022	9/9/2022	\$ 385.00
Torres	Salvador	6/22/2020	12/31/2023	\$ 7,045.50
Trujillo-Lovato	Estevan	11/1/2022	1/19/2023	\$ 448.80
Turrieta	Manuel	6/23/2023	12/31/2023	\$ 1,101.60
Valdez	Alex	2/22/2021	11/7/2021	\$ 1,386.00
Valdez	Bryan	6/22/2020	10/22/2021	\$ 2,656.50
Valles	Carlos	6/21/2022	12/31/2023	\$ 3,223.20
Vargas	Jose	6/6/2022	3/9/2023	\$ 1,591.20
Vega	Seth	1/31/2022	12/31/2023	\$ 4,039.20
Vertrees	Travis	5/9/2023	12/31/2023	\$ 1,270.50
Villabiscencio	Julian	3/8/2021	10/1/2021	\$ 1,116.50
Waite	Adam	6/22/2020	5/21/2021	\$ 1,809.50
Weatherbee	Samuel	4/10/2023	12/31/2023	\$ 1,165.50
Wenzel	Jeff	7/12/2020	6/19/2022	\$ 3,888.50
Windauer	Karl	6/22/2020	12/31/2023	\$ 7,045.50
Witt	Nicolas	1/30/2023	12/31/2023	\$ 1,809.50
Wood	Brian	4/19/2021	10/3/2021	\$ 885.50
Ybarra	Ernesto	3/24/2022	5/2/2022	\$ 204.00
Yepiz	Arturo	6/14/2021	9/19/2021	\$ 500.50
Youngs	Travis	3/7/2022	3/6/2023	\$ 2,121.60
				\$ 331,443.22